BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

OFFICE OF
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102
Mobile: 9448279010

Email: gmdas@bescom.co.in

REQUEST FOR PROPOSAL

"Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years".

Tender Reference: BESCOM/2024-25/SE0217

Date and time for commencement of downloading of tender document from the KPP portal *https://kppp.karnataka.gov.in*	As per KPP portal
Last date and time for seeking clarifications if any	As per KPP portal
Date, time and venue of Pre-bid meeting	As per KPP portal
Venue	The General Manager (DAS, SG & TIC), BESCOM Integrated Control Centre-1, 2nd Sector, 24th Main, 17th Cross, Opp. BWSSB, HSR Layout, Bangalore-560102
Last date and time for submission/uploading of tender in the KPP portal *https://kppp.karnataka.gov.in*	As per KPP portal
Date and time for opening of the Technical tenders	As per KPP portal
Date and time for opening of the financial tenders	Will be notified to the qualified tenderers on the KPP portal

KEY EVENTS AND DATES

1	Tender Inviting Authority	GM (DAS,SG&TIC), BESCOM
2	Job Requirement	As per KPP portal (Karnataka Public Procurement Portal https://kppp.karnataka.gov.in)
3	Date of Publication of RFP	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Time, Date and venue of Pre - bid meeting	As per KPP portal
6	Date of Response to Bidder Queries	As per KPP portal
7	Last Date of Submission of bids	As per KPP portal
8	Bid Processing Fee Payable	As per KPP portal
9	Amount Put To Tender	Rs.2,92,56,000/- (inclusive of GST) for a period of three years
10	Earnest Money Deposit	Rs.4,38,840/-
11	Name of the contact person for any clarification	GM (DAS, SG & TIC), BESCOM Email: gmdas@bescom.co.in Contact No:9448279010
12	Date till which the bid submitted in response to RFP is valid	180 days from the last date of submission of bids.

CONTENTS

Sl. No	SECTION	DESCRIPTION	PAGE NO.
1	Section 1	Letter of Invitation	4
2	Section 2	Information to Bidders (ITB)	9
3		Data Sheet – Information to Bidders	16
4	Section 3	Technical Proposal – Standard Forms	18
5	Section 4	Financial Proposal – Standard Forms	31
6	Section 5	Terms of Reference	34
7	Section 6	Contract for Bidder's Services	47
8		I Form of Contract	50
9		II General Conditions of Contract	51
10		III Special Conditions of Contract	60
11		IV Appendices	64

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly Owned by Government of Karnataka)

E-mail: gmdas@bescom.co.in

The General Manager (DAS, SG&TIC)
BICC-1,2nd sector, 24th main, 17th cross
HSR Layout, Benagluru-560 102

SECTION-1: LETTER OF INVITATION

Request for Proposal for selection of vendor for "Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years"

1. The General Manager (Ele.,), DAS, SG&TIC, BESCOM invites Request for proposal (RFP) from eligible bidders to "**Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years".**
2. More details on the Services are provided in the attached Terms of Reference.
3. **Scope of Work:** Bidder shall maintain and enhance the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years. Please refer section 5.3 of Terms of Reference and scope of work of this RFP.
4. **Contract Period:** The Contract Period is for a period of 3 years with a provision to extendable for two more years based on the performance.
5. The method of selection of bidder shall be Least Cost Selection (LCS) Method as per the clause 28(d) of KTPP act. The bidders interested to participate in providing services shall satisfy the following conditions:

Sl.NO	PQ Criteria	Documents to be uploaded by the Bidder
I.	**Technical Pre-Qualification Criteria**	
1	The Bidder should be in existence as any of the following: (a) Company incorporated in India under the Companies Act, 1956/2013 Including any amendment thereto;	(a). In case the Bidder is Registered company incorporated under Companies Act, 1956/2013 the Bidder has to upload the following documents: 1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. 2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years.

		3. Declaration from Directors of the Company in Form MBP-1 stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s).
	(b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	(b). In case the Bidder is LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 the Bidder has to upload the following documents: 1. Certificate of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP. 3. Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for Preceding Two Financial Years.
	(c) Partnership Firm under Partnership Act, 1932 in India;	c). In case the Bidder is Partnership Firm under Partnership Act, 1932 in India then the Bidder has to upload the following documents: 1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable. 3. PAN/GST Registration Certificate
	(d) Sole Proprietorship Concern	*(d)* In case the Bidder is Sole Proprietorship firm, the Bidder has to upload: GST Registration Certificate.
2	Bidder should be in the Information Technology (IT) / Information Technology Enabled Services (ITES) business for a minimum period of 5 Years as on the date of bid submission.	Work Order (WO) / Detailed Work Award (DWA) / Purchase Order (PO) pertaining to IT/ITES project.
3	The Bidder should be a ISO 27001:2022 and ISO 9001:2015 (or latest certificate) certified organization.	Valid ISO 27001:2022 and ISO 9001:2015 or latest certificate.

4	a) The Bidder must have Developed, deployed and/or maintained at least 4 web-based software for any Central/State Government, Undertaking Electrical Utility, Government bodies / Public /Private sector in India in any one of the preceding 5 financial years i.e. FY 2019-20,2020-21,2021-22, 2022-23 & 2023-24. b) Any 1 such project said in point (a) must be executed in the power sector c) Cost of any 1 such projects said in point (a) shall not be less than 80% of estimated value of contract. Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weightage of 10% per year to bring them to the price level of FY in which the tenders are invited.	Bidder shall upload PO/Work Order/DWA/Completion Certificate from an officer not less than the rank of Executive Engineer or equivalent rank officials of Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.
II.	**Financial Requirements**	
5	The Annual Turnover should not be less than Two times the estimated annual value of contract in any two of the preceding Five financial years viz., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. Note: Updated to the FY in which the tenders are invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.	Scanned copies of the audited Annual Accounts statements such as P&L statement, Balance sheets for the respective FYs shall be uploaded.
6	The Liquid Assets as on 31.10.2024 or at later date before last date of submission of technical bid consisting of cash at bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized	The cash at bank, term deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ scheduled Bank as per the Annexure format attached shall be uploaded.

	bank or Scheduled Bank shall not be less than 25% of the estimated annual value of contract.	If the Tenderer has banking with more than one Bank, then the available liquid assets mentioned above on a particular date i.e., 31.10.2024 or at a later date before submission of tender shall be the same date and time for all the banks. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 31.10.2024 or at a later date, before submission of the bid shall be uploaded.
III.	**General Criteria**	
7	Any Tenderer/ Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Tenderer is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
8	A certificate for having read the clauses is required to be submitted/uploaded by the tenderer separately in the following format: *I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered.* (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Self-declaration in the prescribed format as per format on notarized stamp paper of Rs. 500/- shall be uploaded.
9	Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have: a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or	Self-declaration in the prescribed format as per Annexure on notarized stamp paper of Rs. 500/- shall be uploaded.

	b) Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.; and/or d) Defaulted/short closed due to non-performance against the order placed by any Public Electrical Utility/Govt. utility.; and/or e) Black-Listed by any Public Electrical Utility/Govt.	
10	Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.	Self-declaration on notarized stamp paper of Rs. 500/- shall be uploaded.

Note: All the Self-Declarations can be made on a single stamp paper of Rs.500/- and can be uploaded.

6. Interested bidders may submit their proposals for the proposed work along with requisite EMD declaration (as notified in the KPP Portal) through online at https://www.kppp.karnataka.gov.in.

7. Earnest money deposit: Please refer EMD clause (clause 2.4.3 of Information to Bidders)

8. Tender Processing fee: As per stipulation in the KPP portal.

SECTION- 2. INFORMATION TO BIDDERS

2.1 INTRODUCTION:

2.1.1 The Client named in the "Data Sheet" will select bidder among those participating in RFP in accordance with the method of selection indicated in the Data Sheet.

2.1.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.

2.1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidder under each phase must be to the client's satisfaction before work begins on the next phase.

2.1.4 The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if specified in the Data Sheet. Attending the pre-proposal conference is optional. The bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.5 The Client will provide the inputs specified in the Data Sheet, assist the bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

2.1.7 BESCOM expects bidders to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.1.7.1 Without limitation on the generality of this rule, bidders shall not be hired under the circumstances set forth below:

(a) firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the firms.

2.1.8 It is BESCOM's policy to require that bidder observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BESCOM:

a. defines, for the purposes of this provision, the terms set forth below as follows:
b. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
c. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BESCOM, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BESCOM of the benefits of free and open competition.
d. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
e. will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded BESCOM-financed contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a BESCOM-financed contract; and
f. will have the right to require that, BESCOM to inspect bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BESCOM.

2.1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BESCOM in accordance with the above sub para 2.1.8 (d).

2.1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 Bidders may request a clarification of any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent through electronic mail/KPP indicated in the Data Sheet. The Client will respond to such requests and will upload copies of the response in KPP only (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum shall be uploaded in KPP only and will be binding on all invited bidders. The Client may at its discretion extend the deadline for the submission of Proposals.

2.3 PREPARATION OF PROPOSAL

2.3.1 Bidders are requested to submit a Proposal (para 2.1.2) written in the language(s) specified in the Data Sheet. The Bid, as well as all correspondence and documents

relating to the Bid exchanged by the Bidder and the Client, shall be written in language(s) specified in the Data Sheet. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in language(s) specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Technical Proposal

2.3.2 In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information in KPP portal may result in rejection of a Proposal.

2.3.3 While preparing the Technical Proposal, bidders must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
b. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
c. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
d. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
e. Reports to be issued by the bidder as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the bidder's personnel have a working knowledge of the Client's official language.

2.3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

a. A brief description of the organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
b. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
c. A description of the methodology and work plan for performing the assignment (Section 3D).
d. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
e. CVs recently signed by the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the

firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

f. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

g. Any additional information requested in the Data Sheet.

2.3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

2.3.6 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4).

2.3.7 The bidders should quote their total price offer (Lumpsum) for "Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years" in KPP portal for all the services sought by the department in the Terms of Reference, including the all applicable Taxes. The breakup of cost for all items of the RFP shall be provided to the client in the event of the order. Firm shall express the price of their services in Indian Rupees.

2.3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.

2.4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

2.4.1 Interested bidders shall login to https://kppp.karnataka.gov.in and follow the procedures and guidelines given there or call the KPP help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal will be through Government of Karnataka KPP website https://kppp.karnataka.gov.in/ under login for Contractors. Bidders must get themselves registered, acquainted and trained on the procedure of participating in KPP. Bids shall be uploaded through KPP portal only on or before the last date and time for submission of bid. Bids not submitted through KPP mode and non-uploading of EMD / Bid security declaration will be treated as disqualified.

2.4.3 **Earnest Money Deposit (EMD)**

2.4.3.1 The bidders are requested to pay EMD as indicated in the KPP portal along with the Technical Bid.

2.4.3.2 The bidder can pay the Earnest Money Deposit (EMD) in the KPP portal using any of the following payment modes:

i. Credit Card
ii. Direct Debit
iii. National Electronic Fund Transfer (NEFT)

2.4.3.3 The bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the bidder taking into account the following conditions:

a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at designated Bank until the contract is closed.
b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of bidder to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank Before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favor of KPP, Government of Karnataka and submit to designated Bank before bid submission time and update the transaction reference in KPP portal.

For the details on e-Payment services refer to KPP portal for more details on the process.

2.4.4 The original Bid (Technical Bid and Financial Bid; see para 2.1.2) shall be prepared as per RFP document.

2.4.5 An authorized representative of the bidder shall digitally sign the Bid in KPP. The representative's authorization is confirmed by a written power of attorney accompanying the Bid.

2.4.6 The bidder shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka KPP portal.

2.4.7 Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on KPP portal.

2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.9 After the deadline for submission of bids, the Technical Bid shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated through KPP portal only and the Financial Bid of qualified bidders will be opened in the KPP portal only.

REFUND OF EMD

2.4.10 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank accounts of the bidder registered in the KPP portal.

2.4.11 The earnest money deposit of unsuccessful bidder will be returned after the successful bidder executes the contract agreement.

2.4.12 The earnest money deposit of the successful bidder will be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

2.4.13 The earnest money deposit may be forfeited:

a. if the bidder withdraws/modifies the proposal after deadline for submission of proposals, during the period of proposal validity;
b. in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the required Security deposit or sign the Agreement.
c. in case of bidder submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal or fails to furnish the Performance Bank Guarantee.

2.5 PROPOSAL EVALUATION

General

2.5.1 From the time the proposals are opened to the time the contract is awarded, if any bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.

2.5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

2.5.3 Only those bidders who meet the pre-qualification criteria stated in the RFP (point 5 of *SECTION-1: LETTER OF INVITATION)*, shall be considered for Technical Evaluation. BESCOM will review the documents of the bidder. Evaluation shall be on the basis of technical criteria and documents provided by the bidder. Bids that are not substantially responsive are liable to be disqualified at BESCOM discretion.

2.5.4 Any deviation to the technical specification will be treated as disqualified.

Evaluation of Financial Proposals

2.5.5 The Financial Bids of technically qualified bidders will only be considered for financial evaluation.

2.5.6 After the technical evaluation is completed, the Client shall notify those bidders whose proposals did not meet the pre-qualifying requirement or were considered non-responsive to the Pre-Qualifying Requirements in the KPP portal only. The date of opening of financial bid will be notified in KPP portal only.

2.5.7 The financial proposals shall be opened in KPP portal. No separate intimation will be given to the bidder.

2.5.8 Any conditional bid would be rejected.

2.5.9 Bidders shall not upload the Financial Proposal details in the portal in technical or financial section (there is no provision for upload in financial section of KPP portal). If Bidder uploads financial bid in the technical section such bids will be disqualified.

2.5.10 If there is no price quoted for the deliverables, the bid shall be declared as disqualified.

2.5.11 The Financial Bids would be evaluated based on the overall price quoted by the Bidder as in Financial Proposal Standard Form. The evaluation would be based on L1 criteria only. The Bidder who quotes the lowest price among the technically responsive bidders shall be considered as L1.

2.6 NEGOTIATIONS

2.6.1 It is absolutely essential for the bidders to quote the lowest price at the time of making the offer, in their own interest. However, BESCOM reserves the right to negotiate the price before awarding the contract.

2.7 AWARD OF CONTRACT

2.7.1 The contract will be awarded after negotiations if required.

2.7.2 The bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

2.7.3 In case if the successful bidder has a foreign Tie-Up, contract is awarded to the successful bidder only after BESCOM obtains No Objection Certificate from Ministry of Home Affairs.

2.8 PERFORMANCE SECURITY

2.8.1 Within 15 days of receipt of the Letter of Acceptance, the successful bidder shall deliver to the Client a Security deposit in the forms of Bank Guarantee in the favor of General Manager, DAS, SG & TIC, BESCOM at an amount equivalent to **5% (Five percent) of the Contract price.**

2.8.2 Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

2.9 CONFIDENTIALITY

2.9.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that it has been awarded the contract.

DATA SHEET

Information to Bidders

No	Section	Title	Details
1	2.1.1	Name of Client	BESCOM or its authorized representative.
2	2.1.1	The method of selection is:	Least Cost Selection (LCS) Method.
3	2.1.3	Description of Assignment.	As per Terms of Reference.
4	2.1.4	Financial Proposal to be submitted together with Technical Proposal	YES
		Name of the assignment is:	Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years.
5	2.1.3	The Assignment is Phased	No, the Assignment is continuous in nature.
6	2.1.4	A Pre Proposal Conference will be held :	Yes.
		Pre proposal conference time & date	Time & date as notified in the KPP portal
7	2.1.4	A pre-proposal conference venue	Conference hall, 1st Floor, Belaku Bhavana, Corporate Office, BESCOM K.R Circle, Bangalore 560 001. Karnataka, India. E-mail:gmdas@bescom.co.in
8	2.1.5	Clients Inputs	The General Manager, DAS, SG & TIC, BESCOM will provide the available information.
9	2.1.7	The Client envisages the need for continuity for downstream work	No.
10	2.1.8	Clauses on fraudulent and Corrupt practices	Contract will be terminated as per Sub-Clause 2.7.1 of General Conditions of Contract.
11	2.0	Clarification of any item of the RFP	Clarifications may be sought from Office of the General Manager, DAS, SG & TIC, BICC-1, HSR Layout, Bengaluru on or before the dead line set for seeking

<table>
<tr><td></td><td></td><td></td><td>clarifications in the following format only
<table>
<tr><th>Sl. no.</th><th>Section no. / Claus</th><th>Page no.</th><th>Description/ Reference / Subject</th><th>Clarification Sought</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td></tr>
</table>
Email: <u>gmdas@bescom.co.in</u>

Also, bidder can submit online clarification through KPP portal through query option on or before the deadline notified in KPP portal.</td></tr>
<tr><td>12</td><td>2.3.1</td><td>Language of the Proposal</td><td>English</td></tr>
<tr><td>13</td><td>2.2</td><td>Bidder participating in RFP may associate with other Bidders</td><td>Bidder participating in RFP should not associate with other participating Bidder.</td></tr>
<tr><td>14</td><td>2.3</td><td>The estimated number of key and sub key professional staff months required for the assignment is:</td><td>The estimated number of key and sub key professional staff is indicated in Section 3 of this RFP.</td></tr>
<tr><td>15</td><td>2.3</td><td>The minimum qualification and experience required for the proposed key and sub key professional staff is:</td><td>As per schedule in indicated in Section 3 of this RFP.</td></tr>
<tr><td>16</td><td>2.5</td><td>Official Language
Language of reports</td><td>English</td></tr>
<tr><td>17</td><td>2.7</td><td>Additional Information in the Technical Proposal includes</td><td>NIL</td></tr>
<tr><td>18</td><td>2.3.8</td><td>Validity of Proposal</td><td>180 (One Hundred and Eighty) days from the last date of submission of proposal.</td></tr>
<tr><td>19</td><td>2.4</td><td>Last Date and time for submission of proposal</td><td>As notified in the KPP portal of Government of Karnataka</td></tr>
<tr><td>20</td><td>2.0</td><td>The address to send information to the Client is:</td><td>The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102
Email: gmdas@bescom.co.in</td></tr>
<tr><td>21</td><td>2.6</td><td>Location for Negotiations</td><td>At BESCOM</td></tr>
<tr><td>22</td><td>2.1.3</td><td>Commencement of Assignment</td><td>From the day of issue of Work Award.</td></tr>
<tr><td>23</td><td>2.8</td><td>Performance Security</td><td>5% (Five percent) of the Contract Amount</td></tr>
</table>

SECTION: 3 TECHNICAL PROPOSALS – STANDARD FORMS
(To be filled out and uploaded in the KPP portal)

3A. Technical Proposal submission form.

3B. Bidder's references

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition of task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Power of Attorney of Authorized Signatory

3H. Summary of the CV's of Key Staff Proposed

3I. Summary of bidder Annual Turnover.

3J. Summary of bidder Experience/Qualifications.

3K. Affidavit regarding correctness of information furnished and documents submitted.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter Head of the Bidder)

[*Location, Date*]

FROM: (Name of Bidder)

To,

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Sir,

Subject: "Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years"– Regarding Technical Proposal**.**

We, the under signed, offer to provide the services for the above in accordance with your Request for Proposal notified in the KPP portal as Enquiry No: _____**.** We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal encrypted in Government of KPP portal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held by the CLIENT, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

3B. BIDDER'S REFERENCES

A - Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Bidder's Experience

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted for carrying out services similar to the ones requested under this assignment.]

Assignment name:	value of works for which services is obtained: (Indian Rs): Value of the contract: (Indian Rs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Key professional staff Provided by Your Firm/entity(profiles):
Address:	Number of Staff assigned for the project:
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Assignment Director/Coordinator, Team Leader):
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

Note: Along with this format, the Experience certificate from the officer not below the rank of Executive Engineer or equivalent of the concerned utility shall be attached.

3C. COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

BIDDER'S NAME:

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,

a. *Technical Approach and Methodology: In this chapter the bidder should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach*.

b. *Work Plan: The bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the CLIENT), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule*.

c. *Organization and Staffing .In this chapter bidder should propose the structure and composition of team. Bidder should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. **Key Staff: [Senior Project lead/ Application developer/ Database developer / Tester]**

Name of Staff	Qualification	Year of Experience	Position Assigned	Task Assigned

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

Name of Bidder:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:
[List all tasks to be performed under this assignment]

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.*]

Education:
[*Summarize college/university and other specialization of staff member, giving names of schools, dates attended, and degrees obtained.*]

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the years mentioned in RFP, also give types of activities performed and Client references, where appropriate.*] (copy of Experience certificate shall be attached)

Languages:
[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I, the undersigned further certify that I am willing to carry out this assignment and I confirm my availability to this assignment, if assignment is awarded to our firm.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Full name of the Bidder and Signature of Authorized Signatory

Date:
Place:

3G. Power of Attorney of Authorized Signatory

(To be executed on appropriate non judicial stamp paper)

We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……, who is presently employed with us and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid by the General Manager (Ele), DAS, SG & TIC, BESCOM (the "General Manager (Ele), DAS, SG & TIC, BESCOM herein after refer to as the CLIENT") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the CLIENT, representing us in all matters before the CLIENT, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the CLIENT in all matters in connection with or relating to or arising out of our bid for the said Consultancy Assignment and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……, THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……, 2024

For

……

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Authorized Signatory)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

3 H. SUMMARY OF THE CV's OF KEY STAFF PROPOSED:

Sl. No	Key Professionals	Required Nos.	Required Experience	Working Experience	Core expertise	Working Experience with the firm
1.	Senior Project lead	1	5-7 yrs			
2.	Application developer	1	3-5 yrs			
3	Database developer	1	3-5 yrs			
4	Tester	1	3-5 yrs			

3I. SUMMARY OF BIDDER ANNUAL TURNOVER :

Name of the Bidder	Turnover of the Bidder				
	2018-19	2019-20	2020-21	2021-22	2022-23

3J : SUMMARY OF BIDDER WORK EXPERIENCE/QUALIFICATIONS :

Sl. no	Name of the Bidder	Name of the Client	Name of the projects completed in the last 5 years	Award reference (date & No.)	Value of the contract in INR Lakhs	Date of commencement	Date of completion
1							
2							
3							
4							
5							
6							
7							

3K. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED AND DOCUMENTS SUBMITTED (In an appropriate value of stamp paper)

I/We……. residing at ……..(*Address*)Authorized Signatory/Proprietor /Partner/ Director of M/s……..situated at …… …… (*Address)* hereby solemnly declare as under:

1. That I/We have submitted my/our tender for …… in response to Invitation to Tender No……issued by …… on the KPP portal https://kppp.karnataka.gov.in.

2. That I/We have uploaded the scanned copies/copies of the following documents as required by the tender document and in support of my meeting the stipulated eligibility and qualification requirements as stipulated in the tender document:
   (a)……
   (b) ……
   (c) ……
   (d) ……
   (e) ……
   (f) ……

3. That the information furnished by me/us in the format are correct to the best of my knowledge and the documents/ certificates uploaded are true to the originals;
4. That I/We am in possession of the original documents and ready to produce the original documents and the original documents in support of the qualification information furnished for verification by the Employer or his authorized representative within 5 days of receiving the request from the Employer or his authorized representative;
5. That I/We have not made misleading or false representation in the Forms, Statements and Attachments submitted/uploaded in proof of qualification requirements;
6. That I/We do not have record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion in completion, litigation history or financial failures etc.,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder:_____

Address:

SECTION-4. FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

(To be filled out and uploaded in the Technical Part in the KPP portal without disclosing the financial offer)

[Location, Date]

FROM: (Name of Bidder)

To,

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102
Email: gmdas@bescom.co.in.

Sir,

Subject: – "Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years." Regarding Financial Proposal.

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal. Our Financial proposal is submitted on KPP portal in the Financial bid.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy: _____
Address: _____

4B. SUMMARY OF COSTS
(Not to be uploaded in KPP portal - To be submitted on the letter head by successful bidder upon intimation from BESCOM)

Sl. No.	Description	Price (in Rs.) exclusive of GST 'A'	GST (%) 'B'	GST Amount (in Rs) 'C'	Price (in Rs.) inclusive of GST 'D' = 'A' + 'C'
1	Portal Maintenance, application version upgradation/enhancement, new features implementation charges for three years				
2	Cloud hosting Charges for three years				
3	Cost for "Training to all users of ESCOMs and Corporations" for three years				

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Bidder:_____
Address: _____

SECTION 5: TERMS OF REFERENCE

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. DELIVERABLES BY BIDDER

5. TERMS OF REFERENCE AND SCOPE OF SERVICES

5.1 BACKGROUND:

GangaKalyana online application is a unified web based Software developed & deployed which brings all the users distributed across 16 Development Corporations, 5 ESCOMs & Energy Department under one platform. The software enables the users to know the exact status of the application pertaining to beneficiaries. BESCOM is the nodal office for all the ESCOMs and Development Corporation for the GangaKalyana Unified Online Portal.

There are multiple stages in unified Web Based Software of GangaKalyana application, where the District Manager from the respective Development Corporation needs to register the application on behalf of the beneficiary identified by the Development Corporation itself. Once the registration process is completed by the respective Development Corporation, the application is moved to respective Sub Division of the ESCOM's.

The number of login details provided to different users (ESCOMs/Development users/nodal) of the portal are as below (approximate numbers):

Sl No.	BESCOM	
1	No. of logins created at Sub Division level	135
2	No. of logins created at Division Level	38
3	No. of logins created at Circle office level	9
4	No. of logins created at Zonal Office level	3
5	No. of logins created at Corporate Office level	6
6	No. of logins created at Energy Dept. level	4
7	No. of logins created at Development Corporation DMs	128
8	No. of logins created at Development Corporation MDs	16

Sl No.	MESCOM	
1	No. of logins created at Sub Division level	108
2	No. of logins created at Division Level	26
3	No. of logins created at Circle office level	5
4	No. of logins created at Zonal Office level	2
5	No. of logins created at Corporate Office level	5
6	No. of logins created at Development Corporation DMs	64

Sl No.	GESCOM	
1	No. of logins created at Sub Division level	114
2	No. of logins created at Division Level	28
3	No. of logins created at Circle office level	5
4	No. of logins created at Zonal Office level	2
5	No. of logins created at Corporate Office level	15
6	No. of logins created at Development Corporation DMs	96

Sl No.	CESC	
1	No. of logins created at Sub Division level	66
2	No. of logins created at Division Level	36
3	No. of logins created at Circle office level	4
4	No. of logins created at Zonal Office level	2
5	No. of logins created at Corporate Office level	8
6	No. of logins created at Development Corporation DMs	80

Sl No.	HESCOM	
1	No. of logins created at Sub Division level	147
2	No. of logins created at Division Level	51
3	No. of logins created at Circle office level	7
4	No. of logins created at Zonal Office level	2
5	No. of logins created at Corporate Office level	6
6	No. of logins created at Development Corporation DMs	112

The registered application will be viewable in the dashboard of respective Sub Division. Further, the application will be processed stage by stage (Spot Inspection, Work Award, Electrification) and finally R.R. No will be provided.

The Development Corporations will need to make bulk payment to the respective ESCOM's and the amount deposited will be displayed as opening balance in the Beneficiary Registration Screen. Depending on the selected load, amount will be deducted from the opening balance.

With the help of the reports generated in the Unified Online Portal we can track the status of the applications registered at each and every stage.

Trainings regarding the portal usage has been given to all the concerned Officers of ESCOMs and Development Corporations on regular basis.

5.2 Objectives of this Project:

The objective of this RFP is to select vendor for Maintenance of the software, implement the proposed/required Enhancements, cloud hosting of the software and provide trainings to concerned upon BESCOMs requirement of Unified online portal for GangaKalyana scheme for use of all ESCOMs and development corporations of Govt. of Karnataka for a period of 3 years.

The assignment shall commence from the date of issue of DWA by BESCOM.

The tasks to be carried out is as detailed in the section 5.3 below.

5.3 AN OUTLINE OF THE TASKS TO BE CARRIED OUT

5.3.1 Scope of work includes the below:

5.3.1.1 Maintenance:

The maintenance of the application shall cover the following:

1. Existing functionalities

All the existing and proposed enhancements of application scoped in this RFP shall be maintained for seamless operation so that none of the users face any difficulty in using the application.

The overview of the portal is as below:

The authorized staff of Corporations, Divisions and Sub-divisions can access the Ganga Kalyana Application, by signing in with a secure username and password. The Ganga Kalyana application can be accessed using any web browser. To access Ganga Kalyana Application go to the URL https://gangakalyanayojane.in/

The Ganga Kalyana Application can be opened in any web browser from any system having stable internet connection with minimum system specifications and with the provided user name and password.

The administrator will be responsible for creating new user accounts.

As of now users of 5 ESCOMs (BESCOM, MESCOM, CESC, GESCOM and HESCOM), 16 Development Corporations, Admin and Energy Department are using this portal. In future these numbers of Development Corporations and ESCOMs might increase. The successful bidder will have to make provision in the portal to accommodate new Development Corporations/ESCOM/other users with the similar existing features or with the changes as informed by BESCOM.

The Ganga Kalyana Application home page is opened after validating the user credentials. The Ganga Kalyana Application home page is customized according to the needs of the user. Only the activities carried out by the logged in user are displayed, based on whether the user is from a Corporation, Division, and Subdivision or Account officer.

The Ganga Kalyana Application home page will have different menu options for different users logging in, based on their needs and activities performed.

At any time, the user can close the Ganga Kalyana application, click on the Logout icon option provided in the Ganga Kalyana application.

If the user is logged in as District Manager, he will have different menu options (dashboard, beneficiary registration, reports).

The portal is in Kannada Language in Unicode Format.

The Head of the Development Corporation is given logins to fill in the details of the amount transferred to respective ESCOM's.

If the portal is logged in by a Division User, they will have different options such as Word Award screen, Adding Expenditure details, reports.

If the portal is logged in by a Sub-Division user, they will have different options like Dashboard, Spot Inspection, Work Award, Estimate, Work Order, Work Award, Service, Electrical Inspectorate details, Service Connection details. The user has to fill in the details in all these modules/options and complete the process.

The GangaKalyana portal is integrated with one of the billing system from the spot inspection stage till the application is closed by issuing RR Number.

If the portal is logged in by Circle or Zonal Officer users, they will have options like Dashboard and reports.

In the Dashboard option the user will be able to see all the applications pertaining to the respective jurisdiction.

Different report formats will be available in all the logins.

In the nodal office login, the application details of all ESCOMs and Development Corporations and their status can be viewed and reports can be generated.

2. Integration requirement

The bidder shall adapt to the changes in integration requirement without disrupting any functionalities of the application with minimal downtime.

3. Changes to existing functionalities

The bidder shall undertake any changes (as mentioned below) to the existing functionalities of application (including the

enhancements covered in scope of this document) at no additional cost to BESCOM (not limited to the ones mentioned below).

- Bugs identified in the production.
- Data updating requests by ESCOMs/Corporations based on existing tables
- Changes in help manual documentation
- Fine tuning of the database/application to optimize the response time.
- Incorporation of new development corporations into the application. The necessary changes/updates shall be implemented in the application to bring in the users from newly added Development Corporations as well.
- Existing fields modification, addition of new fields, renaming of the fields in the application, changes in the flow of the application.

4. Content and user management

- Bidder shall change/update the static content of application upon requirement.
- Bidder shall create/delete/disable/update the users upon requirement at no additional cost to BESCOM.

5. Server Maintenance

- It is the responsibility of the bidder to arrange, host and manage the server hardware, application and database software required for operation of the Application on a MeitY empaneled cloud or data center. Bidder shall migrate the application and other server software to BESCOM Data center once BESCOM Data center is operational at no additional cost to BESCOM.

- The server shall be monitored for CPU, Network, Memory, I/O etc. using the standard monitoring tools.

6. Version control and Backup

Bidder shall manage the versions of source code and related data with proper backup mechanism such that BESCOM can rollback to any version anytime. BESCOM owns the source code, data and documentation and all the relevant files of Application and a copy of the same shall be shared to BESCOM.

7. Support

Bidder shall provide the necessary support to BESCOM on any transactions performed in the application to all the users within the scope of the work of application.

8. Technical Standard compliance

- The application shall comply with the international best coding practices

- Any plugins/extensions/technologies/third party applications used must be properly licensed and there must not be infringement/violation/breach/cracked versions of any of the copyrights.

- The bidder must adhere to the latest versions of the Technical Guidelines on SOFTWARE BILL OF MATERIALS (SBOM) without any additional cost to BESCOM. And upon request from BESCOM shall provide the SBOM for all the Software procurements and use CERT-In SBOM technical guidelines for vulnerability tracking and management at no additional cost to BESCOM.

9. Device Responsiveness

The application shall be responsive to various devices (desktops, laptops, Mobile phones, PDAs etc.) screen sizes and environments.

10. Language support

The content of application shall be maintained in English and Kannada languages. Any changes in the content shall be proof-read prior to publishing on App to ensure correctness of grammar, spelling etc. Kannada content shall be in the Unicode encoding format. Equal emphasis shall be given to both Kannada and English languages. Kannada content shall not be in the form of image. Also, if required localization for English and Kannada has to done.

11. Use of Images and other media

The images and other media used in the application must be properly licensed and there must not be infringement/violation/breach of any of the Indian or International copyright laws. The images and other media shall be approved by authorized officer of BESCOM before publishing in the application. The image and other media shall be of high resolution and alternate text shall be displayed in case of failure of loading of media.

12. Use of Third Party Software

Any third-party library software used in client or server side must have valid licenses. If licenses are purchased, a copy of license must be submitted to BESCOM. If software is free, it must be free for commercial use as well.

There must not be infringement/violation/breach of any of the copyright laws for the third-party software used and bidder is responsible for infringement/violation/breach of any of the copyright laws.

13. Performance of the application

- Every page/activity/screen must be optimized for loading time, network data and other resources.
- Performance of each page/activity/screen shall be tested and share the reports to BESCOM for acceptance.
- Bidder shall scale the hardware/software resources as per the usage such that there is no degradation of the performance over a period with no additional cost to BESCOM.

14. Safety and Security

Bidder shall ensure the safety and security of application and database server(s) used for the purpose of operation of application as per the prevailing standards before hosting. Bidder shall test the application for OWASP top 10 vulnerabilities and share compliance to BESCOM annually.

Bidder shall extend support during the cyber security audit activity by BESCOM and any observations shall be addressed immediately at no additional cost to BESCOM.

Bidder shall strictly comply with Data Protection and Digital Privacy (DPDP) Act.

5.3.1.2 Enhancements/feature development:

Contractor shall implement the following functionalities/enhancements in the application:

a. Compatibility with latest versions of Application software:

The application shall be made compatible as and when required with the latest version of application software used for development i.e. JAVA, Apache tomcat, MySQL, etc. and also the framework to leverage the advantages offered by latest versions in terms of performance, security, ease of use etc.

b. Feature Development and others:

1. Integration of the application with other Government Dashboards/websites/mobile applications or any other software's upon intimation by BESCOM through any kind or complexity of APIs/any other methods/ protocols as requested which is used to connect to systems, exchange data, and integrate different software applications– In this the bidder has to follow to the below activities (not limited to APIs only, may be other methods/protocols for connecting to systems, exchange data, and integrate different software applications):
    - Requirement analysis – Identify the key functionalities to be exposed via APIs, determine the necessary API end points and

their specifications, Define data models and structures for API Integrations.

- API Design – To design restful APIs and ensure that the APIs are secure, robust and well-documented, design end points for operation.
- Implementation – Develop the backend logic for API endpoints, Integrate APIs with the existing database and business logic, Implement basic authentication mechanism.
- Testing - To conduct unit testing and integration testing to ensure API functionality and reliability and bug fixes to be done, perform load and performance testing to access scalability, Validate security through vulnerability assessments.
- Documentation - To create API documents, including end point details, request/response formats, and examples usages, provide developer guides and usage examples to facilitate external integration.
- Deployment – Deploy APIs in a staging environment for final validation, migrate and deploy APIs to the production environment, monitor and log API usage for ongoing performance and security assessment.
- Support and maintenance – Maintain and support the APIs to make sure that the data is sent to the APIs in the requested format till the tenure of the contract period.

2. The bidder should develop any kind or complexity of APIs as and when requested by BESCOM at no additional cost.
3. All the 5 ESCOMs has two nos. of billing system. The application is integrated with one of the billing system from end to end. Integration with other billing system has to be carried out in the similar way or as informed by BESCOM when intimated at no additional cost. Also, any changes informed by BESCOM in the existing integration part has to be done at no additional cost to BESCOM.
4. Development of new reports and changes in the existing reports as per the format prescribed by BESCOM.
5. Co-ordinate with other stakeholders or other agencies in understanding the requirements of integration activity.
6. The bidder has to develop a feature to provide access to ticketing tool/portal to BESCOM admin credentials. Where BESCOM admin can access all the tickets raised by users.
7. The bidders have to provide access to testing environment of the portal as well which might be required for demo purposes or for checking the newly implemented changes in the portal.
8. The bidder shall implement Transport Layer security using Secure Sockets Layer (SSL). The cost of SSL certificate shall be accounted in the bid price.
9. Bidder has to maintain daily backups of the database on reliable backup media like DAT Drives, CDs, tape etc.

10. The bidder has to set up a helpline contact number and email ID and provide support, assist end users in answering questions and resolving problems pertaining to the portal.
11. Implementation of Secure Payment gate feature for amount transactions in the application when intimated by BESCOM.
12. Daily statistics in the prescribed format by BESCOM to be automatically emailed to BESCOM official email IDs daily.
13. Implement Multi Factor Authentication system for logging in to the portal.
14. The bidder shall implement automatic latitude longitude capture of the location feature in the portal.

5.3.2 Training:

1. The bidder shall provide training to all the users of ESCOMs, development corporations and energy dept. upon requirement by visiting the concerned ESCOMs and Development Corporations location.
2. The bidder shall provide training on the deployment of software with any changes or enhancement to the personnel identified by BESCOM.

5.4 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:

1. The bidder and all the personnel engaged in the activity has to execute the Non-disclosure agreement with the BESCOM before collecting any information/data pertaining to the activity.
2. The bidder will be responsible for making his own arrangements for all his accommodation, travel, transportation etc. to carry out the activities in BESCOM jurisdiction.
3. BESCOM will provide the required information/data/API and access to execute the scope of work.

5.5 SERVICE LEVEL AGREEMENT (SLA)

The successful bidder to adhere to below mentioned SLA. Amount as penalty shall be deducted as specified in the table below for breach of SLA.

Issue Category	Description	Resolution Time	Penalty
severe	Issues related to Error message and tasks e.g. unable to access server, unable to login, application crashes, etc.	1 day of error reporting	0.5% of monthly maintenance charges for each day delay

High	Any issues related to features / functionalities of the application	2 days of error reporting	0.5% of monthly maintenance charges for each week delay
Medium	Some users are impacted (not all) e.g. certain functions are not working with respect to new function getting added. Unable to download reports etc.	4 working days of error reporting	0.25% of monthly maintenance charges for each week delay
Low	There is a work around possible for the issue	7 working days of error reporting	0.25% of monthly maintenance charges for each week delay

5.5.1 BESCOM will assign the task category (low/medium/high/severe) for the works defined in section 5.3.1.2 and 5.3.2 of this RFP at the time of work allocation. Based on the task category, task completion time will be provided and penalty will be applied as 0.5% of monthly maintenance charges for each day delay in case of severe tasks, 0.5% of monthly maintenance charges for each week delay in case of high priority category tasks and in case of medium/low priority tasks 0.25% of monthly maintenance charges for each week delay.

5.6 DELIVERABLES BY THE BIDDER

Bidder shall provide the following reports:

- System Requirement Specification (SRS) for the proposed features / enhancements
- Design Document
- Source code
- Test Reports
- Service Level Agreement (SLA) generated by the ticketing tool.
- Integration document

5.7 TAKEOVER OF THE EXISTING PORTAL

1. The successful bidder shall coordinate with BESCOM and the existing vendor/developer of GangaKalyana Unified Online Portal for seamless

operation, maintenance and access of all functionalities within 2 weeks from the date of issue of DWA.

5.8 EXIT MANAGEMENT CLAUSE

1. During the contract period (during 3 years) – If the bidder wishes to take exit from the contract, 6 months' prior notice to be given to the client. The successful bidder shall carry out the following activities to complete exit formalities:
    - Functional & Technical knowledge transfer of both the modules of the application to the personnel identified by BESCOM.
    - Execute all the documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment's/software etc.,
    - All related documentation and other configurable items etc., if any, in his possession.
    - List of all IT assets, passwords etc., at all locations to BESCOM.
    - In the event of termination or expiry of the Contract, both the successful bidder and BESCOM shall comply with the provision of Exit plan. During the exit management period, the successful bidder uses its best efforts to continue delivery of all regular services. In addition, the successful bidder shall ensure that complete handover of the processes, products, software licenses, source codes, reports, documents, manuals, data, web content and other intellectual property rights to BESCOM.

2. During the contract period (during 3 years)– If the client wishes to withdraw the contract, 3 months of prior notice will be given to the successful bidder. the successful bidder shall will carry out following activities to complete exit formalities:
    - Functional & Technical knowledge transfer of both the modules of the application to the personnel identified by BESCOM.
    - Execute all the documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment's/software etc.,
    - All related documentation and other configurable items etc., if any, in his possession.
    - List of all IT assets, passwords etc., at all locations to BESCOM.
    - In the event of termination or expiry of the Contract, both the successful bidder and BESCOM shall comply with the provision of Exit plan. During the exit management period, the successful bidder uses its best efforts to continue delivery of all regular services. In addition, the successful bidder shall ensure that complete handover of the processes, products, software licenses, source codes, reports, documents, manuals, data, web content and other intellectual property rights to BESCOM.
3. After the contract period (after 3 years) the successful bidder shall will carry out following activities to complete exit formalities:
    - Functional & Technical knowledge transfer of both the modules of the application to the personnel identified by BESCOM.
    - Execute all the documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment's/software etc.,

- All related documentation and other configurable items etc., if any, in his possession.
- List of all IT assets, passwords etc., at all locations to BESCOM.
- In the event of termination or expiry of the Contract, both the successful bidder and BESCOM shall comply with the provision of Exit plan. During the exit management period, the successful bidder uses its best efforts to continue delivery of all regular services. In addition, the successful bidder shall ensure that complete handover of the processes, products, software licenses, source codes, reports, documents, manuals, data, web content and other intellectual property rights to BESCOM.

SECTION 6: CONTRACT FOR BIDDER'S SERVICES

Between

_____

[Name of Client]

And

_____

[Name of Bidder]

Dated:

CONTENTS

I. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions
1.2 Law Governing the Contract
1.3 Language
1.4 Notices
1.5 Location
1.6 Authorized Representatives
1.7 Taxes and Duties

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract
2.2 Commencement of Services
2.3 Expiration of Contract
2.4 Modification
2.5 Force Majeure
  2.5.1 Definition
  2.5.2 No Breach of Contract
  2.5.3 Extension of Time
  2.5.4 Payments
2.6 Suspension
2.7 Termination
  2.7.1 By the Client
  2.7.2 By the Contractor
  2.7.3 Cessation of Rights and Obligations
  2.7.4 Cessation of Services
  2.7.5 Payment upon Termination

3. Obligations of the Contractor

3.1 General
3.2 Conflict of Interest
  3.2.1 Contractors Not to Benefit from Commissions, Discounts, etc.,
  3.2.2 Procurement Rules of Funding Agencies
  3.2.3 Contractors and Affiliates Not to engage in certain Activities
  3.2.4 Prohibition of Conflicting Activities
3.3 Confidentiality
3.4 Insurance to Be Taken Out by the Contractor
3.5 Contractors' Actions Requiring Client's Prior Approval
3.6 Reporting Obligations
3.7 Documents Prepared by the Contractor to be the Property of the Client
3.8 Equipment and Materials Furnished by the Client

4. Contractor's Personnel and Sub-Contractors

4.1 Description of Personnel
4.2 Removal and/or Replacement of Personnel

5. Obligations of the Client

5.1 Assistance and Exemptions
5.2 Services and Facilities

6. Payments to the Contractor

6.1 Contract Price
6.2 Terms and Conditions of Payment

7. Settlement of Disputes

7.1 Amicable Settlement
7.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES.

Appendix A— Description of the Services

Appendix B— Deliverables by the contractor and performance of the Contractor

Appendix C—Key Personnel

Appendix D — Services and Facilities to be provided by the Client

Appendix E—Break down of Contract price in Indian Rupees

Appendix F—Form of Performance Security (Performance Bank Guarantee)

Appendix G—EMD declaration

Appendix H - Proforma of Extension of Bank Guarantee

Appendix I - Proforma of Letter of Undertaking

Appendix J - No Deviation Certificate

Appendix K - Not Defaulted Declaration

Appendix L - Not Black Listed Declaration

Appendix M - Self Declaration for border sharing or not sharing

I. FORM OF CONTRACT

This CONTRACT (herein after called the" Contract") is made on the ____day of the month of**.....**2024 between, on the one hand, The General Manager (Ele), DAS, SG & TIC, BESCOM, ----------(herein after called the "Client") and, on the other hand**.....** (herein after called the "Contractor").

WHEREAS

(a) the Client has requested the Contractor to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A: Description of the Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel
   Appendix D: Services and Facilities to be provided by the Client
   Appendix E: Breakdown of Contract Price
   Appendix F: Form of Performance Security (Performance Bank Guarantee)
   Appendix G: EMD declaration

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
   (a) The Contractor shall carry out the Services in accordance with the provisions of the Contract;
   and
   (b) The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONTRACTOR]

By (Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

d. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

e. "GC" means these General Conditions of Contract;

f. "Government" means the Government of Karnataka;

g. "Local currency" means Indian Rupees;

h. "Member", shall be the authorized representative of the Contractor specified in the SC to act on their behalf in exercising all the Contractor's rights and obligations towards the Client under this Contract.

i. "Party" means the Client or the Contractor, as the case may be, and Parties means both of them;

j. "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

k. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

l. "Services" means the work to be performed by the Contractor pursuant to this Contract as described in Appendix A; and

m. **(Not applicable)** "Sub-Contractor" means any entity to which the Contractor subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

n. **(Not applicable)** "Third party" means any person or entity other than the Government, the Client, the Contractors, or a Sub-Contractor.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Contractor, Sub-Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Contractor shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services (subject to the competent authority approvals), may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Contractor (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Contractor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Contractor**

The Contractor may terminate this Contract, by not less than three months' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Client of the Contractor' notice specifying such breach;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Client, the Contractor shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Contractor:

(a) Payments pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Contractor:**

3.1 **General**

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Contractor or third parties.

3.2 **Conflict of Interests**

3.2.1 **Contractor Not to Benefit from Commissions, Discounts, etc.**

The payment to the Contractor pursuant to Clause 6 shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractor, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Contractor, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractor shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Contractor and Affiliates Not to engage in certain Activities**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Contractor nor their Sub-Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Contractor, their Sub-Contractor, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. A Non-Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the Client and Contractor (all the personnel engaged in the activity) before signing of contract and any information is shared.

3.4 **Insurance to Be Taken out by the Contractor**

The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractor', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Contractor's Actions Requiring Client's Prior Approval**

The Contractor shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractor shall remain fully liable for

the performance of the Services by the Sub- Contractor and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Contractor shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Contractor to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractor in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Contractor by the Client or purchased by the Contractor with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractor, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Contractor's Personnel and Sub-Contractor**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Contractor' Key Personnel are described in Appendix C.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.

(c) The Contractor shall have no claim for additional costs arising out of or

incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the client shall:

(a) issue to officials, agents and representatives of the client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Contractor and the Personnel employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Contractor, Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Contractor and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Contractor as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

6. Payment to the Contractor:

6.1 Contract Price

The Contract price is set forth in the SC. The Contractor's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the Services described in Appendix A.

6.2 Terms and Conditions of Payment

Payments will be made to the account of the Contractor and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Contractor have submitted an invoice to the Client specifying the amount due.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	The Member in Charge is NOT APPLICABLE.
1.4	The addresses are: Client: Office of the General Manager (Ele), DAS, SG & TIC, BESCOM Integrated Control Centre-1, 2nd Sector, 24th Main, 17th Cross, Opp. BWSSB, HSR Layout, Bangalore-560102 E-mail: gmdas@bescom.co.in
1.4	Notice shall be deemed to be effective as follows: (a) In the case of personal delivery or registered post, on delivery; (b) In the case of Fax/e-mail, 24 hours following confirmed transmission.
1.6	The General Manager (Ele), DAS, SG & TIC, BESCOM is the authorized Representative of BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM) (here after called as CLIENT). The Client's authorized Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorized Representative can recommend to the Client regarding termination of contract with relevant contractual documents. Contractor shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution The authorized representatives for client: **The General Manager (Ele), DAS, SG & TIC, BESCOM**
1.7	The service is inclusive of GST and applicable taxes and The Contractor shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
2.1	The date on which this Contract shall come into effect is: *Date of issue of Detailed Work Award (DWA)*
2.2	The Contractor shall begin carrying out the Services immediately after the date the Contract becomes effective.
2.3	This contract shall be valid for a period of 3 years from the date of issue of DWA
2.7.1	(e) **Performance of Contractor:** i. Contractor is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client's Representative and the works contractors. Any failure of Contractor in notifying to the Client and work contractor on non-compliance of the work contract agreement and other schedules by the work contractor, non-adherence to the provisions of terms of reference and non-adherence to the time schedule prescribed under terms of reference amounts to nonperformance of the Contractor. In such a condition, Client has the right to encash the performance security and terminates the contract. ii. If the Contractor fails to deploy the key and sub key manpower as agreed in the terms of reference, will amount to non-performance of contractor. In such a condition, Client has the right to encash the performance security and terminates the contract. iii. During the execution of works; if the Contractor fails to perform their obligations as specified in terms of reference either with respect to progress monitoring and or quality control by the Contractor team the same shall be treated as non-performance of contract.
3.4	The risks and the coverages shall be: (1) Third Party motor vehicle liability insurance as required under Motor VehiclesAct,1988, in respect of motor vehicles operated in India by the Contractor or their Personnel or any Sub-Contractor or their Personnel, for the period of Consultancy; (2) Third Party liability insurance for the period of Contract;

<table>
<tr><td></td><td>(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this contract; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor' property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.</td></tr>
<tr><td>3.5(c)</td><td>As defined in Terms of Reference (TOR).</td></tr>
<tr><td>3.7</td><td>The Contractor shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</td></tr>
<tr><td>5.1.(b)</td><td>Clause 5.1 (b) is not applicable.</td></tr>
<tr><td>6.1</td><td>The amount of Contract is the approved cost of the service inclusive of applicable GST.</td></tr>
<tr><td>6.2</td><td>Payments shall be made as below:
<table>
<tr><th>Tasks</th><th>Timeline</th><th>Payment</th><th>Penalty</th></tr>
<tr><td>Takeover of maintenance activity</td><td>Within 2 weeks from the date of issue of DWA</td><td rowspan="2">Quarterly (upon submission of Source code, SLA generated by ticketing tool, submission of integration documents, monthly statistic reports from the portal etc.,)</td><td>0.5% of the contract value for each week delay.</td></tr>
<tr><td>Implementation of New features/enhancement</td><td>As per Clause 5.5.1 of this RFP</td><td>As per Clause 5.5.1 (Terms of Reference and Scope of Services)of this RFP</td></tr>
<tr><td>Cloud Hosting</td><td>Within 2 weeks from the date of issue of DWA
(in line with Takeover of maintenance activity)</td><td>Quarterly (upon submission of Server Availability Report.)</td><td>As per Clause 5.5 (Terms of Reference and Scope of Services)of this RFP</td></tr>
<tr><td>Training</td><td>Training shall be provided as and when requested by BESCOM to all the concerned officers of ESCOM and Development Corporations.</td><td>At the end of every year</td><td>0.5% of the training cost for each week delay.</td></tr>
</table>

The Contractor shall submit the bill in approved proforma (one original and three copies) in accordance with the Contract Agreement and agreed billing schedule in Work award to the successful bidder enclosing necessary supporting documents. The documents to be submitted will be mutually agreed between selected Bidder and BESCOM during Contract signing.
Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties and levies assessed on the Contractor, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the Project. The prices quoted by the Contractor shall be inclusive of all taxes, duties and levies. The taxes, duties and levies (including abatement/taxable composition, if any) as applicable will be paid to the Contractor against documentary evidence.
</td></tr>
</table>

	• Payment will be made as per conditions in the letter of Award to the successful bidder. • The Client shall verify the bill and supporting documents after receipt of bill from the Contractor. The Client shall release the payment after deducting applicable taxes, penalties/liquidated damages and other recoverable. All the payments made by the Client will be in Indian Rupee only. No payment made by the Client herein shall be deemed to constitute acceptance by the Client of the goods or services or any part(s) thereof. • If any excess payment has been made by the Client due to difference in quoted price in the proposal and Contractor's invoice, the Client may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor. • At its own discretion, the Client shall make payments either through crossed bank cheque or electronic bank transfer. • Wherever applicable, tax deduction certificates shall be issued at the end of the month against deduction of statutory taxes • Payment will be arranged by Assistant General Manager (F&C), DAS, BESCOM upon submission of invoices by the contractor duly certified by Manager(TIC), Assistant General Manager (TIC) and Deputy General Manager (TIC) and Counter Signed by General Manager (DAS, SG & TIC). • BESCOM reserves the right to forfeit the Performance Bank Guarantee if ➔ the contractor fails to take over the maintenance (including hosting) of the GangaKalyana Unified Online Portal within 15 days from the date of issue of DWA. OR ➔ the contractor fails to complete the implementation of proposed enhancement/features within the specified timelines by BESCOM. Any additional financial implication on BESCOM on such account will be at the risk and cost of the bidder to whom the contract is awarded. • BESCOM will pay the hosting charges to the contractor only up-to the date of successful migration of data and services pertaining to the GangaKalyana Application to BESCOM's data center. • The total penalty shall not exceed 10% of the contract value.
7	**LAW, JURISDICTION, DISPUTES RESOLUTION AND ARBITRATION** a) Party claiming that a Dispute has arisen under this Agreement must give the other Party a written notice of the particulars of the Dispute. b) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties. c) If the party fails to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such dispute and difference, either party may require that the dispute be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) and subsequent Amendments made thereon, to be adjudicated by a sole arbitrator to be appointed by mutual agreement of both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the Parties. (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed). d) The place of arbitration shall be in Bangalore. The arbitral procedure shall be conducted in English language. e) The cost of arbitration including the fees of arbitrator shall be borne by both the parties equally. f) During the settlement of disputes and Arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract. g) The award of the arbitrator shall be final and conclusive and binding upon the parties. h) The courts of Bangalore only shall have the exclusive jurisdiction to deal with any issues arising out of this agreement.
8.	**Performance Security:** 8.1 The Contractor shall provide guarantee for the performance of the contract within 14 days after the receipt of the Letter of intent to award. The Performance security shall be in the form of an unconditional Bank guarantee issued by a scheduled bank located in India amounting to **5% of the**

	Contract value and in the format prescribed or in such other format as may be agreed between the client and the contractor. The cost and complying with the requirement of this clause shall be borne by the contractor. No interest will be payable on the Performance security. 8.2 The Performance Bank Guarantee shall be valid until the contractor has executed and completed the works therein in accordance with the Contract at least for a period of 90 days after the project completion. 8.3 Claims Under Performance Guarantee Prior to including a claim under the performance Guarantee the Client shall in every case notify the contractor stating the nature of the default in respect of which the claim is made
9	**Penalty:** Penalty is applicable as specified in clause 6.2 above of SC. **Liquidated Damages:** ▪ The Contractor should bear in mind that time is the essence of the Contract. If the Contractor fails to complete the Scope of Work of the Project or any part thereof within the Time for Completion or any extension thereof as per clause 2.5.3 of GC, the Client shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to the Client's Other remedies under the Contract. For imposition of LD, the loss/ damages suffered by the Client due to delays by the Contractor are the basic criteria. ▪ The recovery towards compensation should take place when loss/damage has actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the Contractor but the Client has not suffered any actual out-of-pocket loss specifically due to delay in performance of the Contract, as evidenced by written documentation setting forth the basis for such loss, no sum as LD is recoverable from the Contractor. However, in such cases, a nominal LD as described in this clause will be recovered. ▪ Calculation of Liquidated Damages: A sum equivalent to half percent (0.5%) of the total price in Price Bid for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project. ▪ The total recovery against liquidated damage in all cases, however, shall not exceed ten percent (10%) of the total price in Price Bid. If the amount of LD exceeds this limit, the Client reserves right to terminate the Contract.
10	**Time period for various activities:** *Refer: Terms of Reference*

IV. APPENDICES

Appendix A: Description of the Services

Refer: Terms of reference and special conditions of the contract.

Appendix B: Deliverables by Contractor and performance of Contractor

Refer: Terms of reference.

Appendix C: Key Personnel

Refer: Terms of reference.

Appendix D: Services and Facilities to be provided by the Client

Refer: Terms of reference

Appendix E: Breakdown of Contract Price in Indian Rupees

Refer: Financial proposal submission form.

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Contractor)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee:**……**Date: **……**

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

WHEREAS**……** [Name and address of Contractor] hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract to "**Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years".** Form of Guarantee for performance security deposit (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of …… [amount of Guarantee] …… [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…… (Rs ……) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid until 90 days from the date of expiry of the Defects Liability Period.

Signature and Seal of the Guarantor…… In presence of
Name and Designation
(Name, Signature &Occupation)

Name of the Bank
Address
(Name & Occupation)

Date……

Note: This format is for the information of the contractor and is <u>not</u> to be completed and uploaded on the KPP portal.

Appendix G:

EMD Declaration
(To be uploaded on the Bidder's letter head)

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer ..... (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer..... (Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance security and Additional performance security, if any, before the deadline fixed in the tender document, then ..... (Name of the tenderer) will be debarred for participation in the tendering process for the procurements of this procurement entity for a period of one year from the date of default.

Signature of the Authorised signatory
Office seal

Appendix H:

PROFORMA OF EXTENSION OF BANK GUARANTEE
(To be uploaded on the Bidder's letter head)

Ref ……. Date …….

TO

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Dear Sir,

Sub: Extension of Bank Guarantee No ……for Rs……favouring yourselves, expiring on …… on account of M/s……in respect of Contract No ……dated……(hereinafter called original Bank Guarantee).

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated …… for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For ……
Manager/Agent/Accountant
Power of Attorney No ……
Dated ……

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

Appendix I:

PROFORMA OF LETTER OF UNDERTAKING

(To be executed on Non-Judicial paper of requisite value)

Ref ……. Date …….

TO

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).

    b. Notice Inviting Tender.
    c. Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder", "General Terms & Conditions of Contract (GCC)"
    d. Special Conditions of Contract (SCC) along with Annexure …… to …….
    e. Technical Specifications.

2. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

3. I/We hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature
Date:
Name & Address
Name ……
Designation ……
Name of Co …… (in Block Letters)

Signature along with Seal of Co.
……
(Duly authorized to sign the Tender On behalf of the Contractor)

*Strike out whichever is not applicable.

Appendix J:
(To be uploaded on the Bidder's letter head)

Bidder's Name & Address:

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No..... dated ..... for ....., we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment:**
Clause 6.2 of General Conditions of Contract-GCC, Volume-I
b) **Bid Security /EMD:**
Clause 2.4.3 of Section 2 – Instruction to Bidder-ITB.
c) **Contract Performance Guarantee.**
Clause 2.8 of Section 2 - Instruction to Bidder-ITB
d) **Penalty for Delay.**
Clause 6.2 of General Conditions of Contract-GCC

We further confirm that any deviation to the above Clauses at SL. No. (a) to (d) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to

Date: Signature along with Seal of Co.
.....

(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

Appendix K:

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN DEFAULTED IN SUPPLIES/SERVICES/INSTALLATION AND COMMISSIONING

(Bidder shall upload notarized Self-Declaration)

Ref …… Date …….

NOT DEFAULTED DECLARATION

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Dear Sir,

Sub: Tender Enquiry No. _____to "**Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years**"

We hereby declare that, we have not been defaulted in supplies/services/ installation and commissioning against any of the previous Purchase Orders/Work Awards placed by any ESCOMs/ any electrical distribution utilities/ PSUs/ Govt. utilities as on the date of bid opening.

Date:

Signature along with Seal of Co.
……
(Duly authorised to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Co …… (in Block Letters)

Appendix L:

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN BLACK LISTED IN SUPPLIES/SERVICES/INSTALLATION AND COMMISSIONING
(Bidder shall upload notarized Self-Declaration)

Ref …… Date ……

NOT BLACK LISTED DECLARATION

To,

The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Sir,

Sub: Tender Enquiry No. _____to "**Maintenance of the Unified Online Portal of the GangaKalyana Scheme for ESCOMs and Development Corporations in Karnataka for a period of three years**"

We hereby declare that, we have not been black listed in supplies/services /installation and commissioning against Purchase orders/Work Awards placed by any ESCOMs / any electrical distribution utilities/ PSUs/ Govt. utilities as on the date of bid opening.

Date:

Signature along with Seal of Co.
……
(Duly authorised to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Co …… (in Block Letters)

Appendix M:

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(Bidder shall upload notarized Self-Declaration)

Ref …… Date ……

To,
The General Manager (DAS, SG & TIC),
BESCOM Integrated Control Centre-1,
2nd Sector, 24th Main, 17th Cross,
Opp. BWSSB, HSR Layout,
Bangalore-560102

Dear Sirs,
I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 13 of Section IFB of Bid Documents relating to the Tender Enquiry No. …… for …… (full scope of Work).

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that ……(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that ……(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date: Signature along with Seal of Co.

……
(Duly authorised to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Co …… (in Block Letters)

***Strike out whichever is not applicable.**
Please Note: Among the above two declarations, only one which is applicable is to be declared